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IN THE
Supreme Court of the United States
OCTOBER TERM, 1982

STATE OF CALIFORNIA, et al.,

Petitioners,

—v.—

STANDARD OIL COMPANY OF CALIFORNIA, et al.,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE NINTH CIRCUIT

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COUNTERSTATEMENT OF QUESTION PRESENTED

1. Did the Ninth Circuit correctly conclude that the rule of *Illinois Brick Co. v. Illinois*, 431 U.S. 720 (1977), in the absence of proof of a plaintiff's right to rely on an exception to that rule, bars indirect purchasers of gasoline such as petitioners from claiming under Clayton Act § 4 that an alleged wholesale overcharge imposed by respondent refiners on direct purchasing service station dealers was passed on to petitioners in their purchases from such dealers?

THE PARTIES BELOW

The respondents are defendants in the district court and were appellees in the court of appeals, not appellants as the petition states.* (Petition at ii.)

* Respondents are Atlantic Richfield Company, Cities Service Company and Cities Service Oil Company, Exxon Corporation, Gulf Oil Corporation, Mobil Oil Corporation, Phillips Petroleum Company, Shell Oil Company, Standard Oil Company of California, Standard Oil Company (Indiana), Sun Company, Inc., Texaco, Inc., and Union Oil Company of California. Pursuant to Supreme Court Rule 28.1, the parents, affiliates and subsidiaries (other than wholly owned subsidiaries) of respondents are listed in the appendix. Although identified as a respondent in the petition, the Standard Oil Company (Ohio) was dismissed from this litigation over a year ago.

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IN THE
Supreme Court of the United States

OCTOBER TERM, 1982

No. 82-1938

STATE OF CALIFORNIA, et al.,

Petitioners,

—v.—

STANDARD OIL COMPANY OF CALIFORNIA, et al.,

Respondents.

ON PETITION FOR A WRIT OF CERTIORARI TO THE UNITED STATES
COURT OF APPEALS FOR THE NINTH CIRCUIT

BRIEF IN OPPOSITION

Respondents respectfully request that the Court deny the petition for a writ of certiorari seeking review of the decision of the United States Court of Appeals for the Ninth Circuit.¹

Statement Of The Case

Petitioners, plaintiffs below, ask this Court to review the Ninth Circuit's disposition of two separate interlocutory appeals that were heard and decided together, as described below. The petition should be denied because it raises no novel or unsettled issue of law; instead, it merely attempts to relitigate the rule barring antitrust claims by indirect purchasers. This Court squarely addressed and resolved that issue in

1. *In re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litigation*, 691 F.2d 1335 (9th Cir. 1982), *aff'g* 523 F. Supp. 1116 (C.D. Cal. 1981) and 497 F. Supp. 218 (C.D. Cal. 1980).

Illinois Brick Co. v. Illinois, 431 U.S. 720 (1977) ("*Illinois Brick*") and *Hanover Shoe, Inc. v. United Shoe Machinery Corp.*, 392 U.S. 481 (1968) ("*Hanover Shoe*"), discussed below.

A. The Rulings Of The District Court

This litigation consists of five antitrust treble-damage actions filed from 1973 through 1977, which have been consolidated in the United States District Court for the Central District of California for coordinated pretrial proceedings. The complaints seek damages under Clayton Act § 4 on behalf of the named plaintiffs and classes of tens of millions of other indirect retail purchasers whom plaintiffs purport to represent under Fed. R. Civ. P. 23. Plaintiffs allege, *inter alia*, that defendants conspired to raise and stabilize the price of gasoline. However, with minor exceptions not material to the petition, defendants do not sell gasoline directly to plaintiffs and other consumers at retail. Instead, such consumers purchase gasoline indirectly at retail from some 35,000 independent dealers in the five plaintiff states who in turn purchase directly from defendants (or, in some cases, from jobbers supplied by defendants).

1. The 1980 Rulings On Motions Addressed To The Complaints

Defendants, pursuant to Fed. R. Civ. P. 12, moved to dismiss on the ground, *inter alia*, that indirect purchasers such as plaintiffs cannot sue to recover an alleged wholesale overcharge purportedly passed on to plaintiffs by intervening direct purchasers. That motion originally was based on *Hanover Shoe*. While defendants' motion was pending, however, this Court in *Illinois Brick* explicitly barred antitrust claims by indirect purchasers (rejecting the arguments of the present petitioners, who appeared as *amici curiae*). After extensive further briefing and argument on the implications of *Illinois Brick*, the district court in 1980 entered, *inter alia*, three rulings on defendants' Rule 12 motions.

First, the district court held that plaintiffs' claims based on indirect purchases are barred by this Court's decision in *Illinois Brick* unless plaintiffs were to prove their right to rely on either of two specific exceptions to the *Illinois Brick* rule. The district court stated that it would permit recovery (1) where plaintiffs had pre-existing, fixed-quantity, cost-plus contracts with direct purchasers, or (2) where the direct purchaser was "owned or controlled" by a defendant or a co-conspirator. *In re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litigation*, 497 F. Supp. 218, 225-26 (C.D. Cal. 1980); Petition at C-16 to 18. The relevant language from the district court's order is set forth in the margin.²

Second, the district court dismissed plaintiffs' so-called "umbrella" claims based on purchases from non-conspiring competitors of defendants on the grounds that (a) proof that a non-conspiring "umbrella" seller's pricing decisions were affected by the conspiracy would require complex economic evidence of the sort this Court sought to avoid in *Illinois Brick*, (b) permitting "umbrella" claims would subject defendants to excessive and potentially ruinous recovery for acts that by definition did not enrich the alleged conspirators, and (c) direct purchasers from conspirators still would be able to press their claims, thereby avoiding any gap in the scheme of private antitrust enforcement. *Id.* at 227-28; Petition at C-22 to 23.

Third, addressing plaintiffs' attempt to circumvent *Illinois Brick* by asserting vertical conspiracy between defendants and dealers to fix the dealers' resale prices, the district court ruled that plaintiffs could not amend their complaints to allege vertical conspiracy unless they named such dealers as defen-

2. " * * * [T]o the extent that the plaintiffs claim that the defendants violated the antitrust laws by setting or manipulating prices at the wholesale or retail levels, the plaintiffs will be allowed to seek damages only as to direct purchases * * * from the defendants, their co-conspirators, sellers with whom plaintiffs had fixed-quantity, cost-plus contracts pre-dating the alleged violations, or entities owned or controlled by the defendants or their co-conspirators." 497 F. Supp. at 229; Petition at C-29.

dants. The district court reasoned that in the absence of such joinder the dealers would not be bound by a finding of vertical conspiracy in these cases. They would be free to sue defendants on the theory that they paid a simple wholesale overcharge, thereby raising the prospect of double recovery which this Court's *Illinois Brick* rule is designed to avoid. *Id.* at 228; Petition at C-24 to 25.

Plaintiffs sought, and obtained, district court certification of only the second and third rulings described above (*i.e.*, the "umbrella" and "vertical conspiracy" rulings) for interlocutory appeal pursuant to 28 U.S.C. § 1292(b). The Ninth Circuit in December 1980 granted the plaintiffs' petition pursuant to § 1292(b) for permission to take an interlocutory appeal.

2. The 1981 Denial Of Consumer Class Certification

The second appeal before the Ninth Circuit had its genesis in September 1980, when petitioners moved for certification of their proposed consumer classes. The district court, relying on a substantial factual record, denied that motion in September 1981. The ground for this decision was that putative consumer class members were indirect purchasers whose claims either were barred outright by the rule of *Illinois Brick*, or would require proof that thousands of dealers were "controlled" by their suppliers within the meaning of a purported exception to *Illinois Brick* or were engaged in vertical price-fixing conspiracies with their respective suppliers. The district court concluded from the factual record before it that such proof could only be offered on a dealer-by-dealer basis; there was no class-wide evidence that could suffice. Plaintiffs' proposed consumer classes therefore failed to meet the requirement of Fed. R. Civ. P. 23(b)(3) that common issues predominate over individual issues. The district court accordingly declined to certify them. *In re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litigation*, 523 F. Supp. 1116, 1119 (C.D. Cal. 1981); Petition at B-5.

This decision, too, was certified for interlocutory appeal under 28 U.S.C. § 1292(b). The Ninth Circuit in November 1981 granted plaintiffs' petition for permission to appeal the denial of class certification, and ordered that such appeal be argued with the earlier interlocutory appeal described above.

B. The Decision Of The Ninth Circuit

On November 9, 1982, the Ninth Circuit issued a unanimous decision affirming the district court. The court approved the district court's fundamental holding that *Illinois Brick* barred these plaintiffs' indirect-purchase claims.³ It went on specifically to affirm the district court's "umbrella", vertical conspiracy and class certification rulings.

-
3. The court's approval of the district court's application of *Illinois Brick* is apparent throughout the decision. Thus the court affirmed the district court's ruling that plaintiffs could not attempt " * * * to circumvent *Illinois Brick*" by alleging vertical conspiracy between defendants and dealers without joining such dealers as defendants. *In re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litigation*, 691 F.2d 1335, 1341; Petition at A-15. Moreover, the court held that unless such dealers were joined in the action and bound by its results there would inevitably arise the potential for duplicative recovery forbidden by *Illinois Brick*. The court refused to relax this rule where the statute of limitations assertedly had run on the direct purchase claims of particular dealers, because it was " * * * unwilling to countenance *ad hoc* case-by-case exceptions * * *" to the *Illinois Brick* rule. *Id.* at 1342; Petition at A-18 (citing *Illinois Brick*, 431 U.S. at 743-45). The Ninth Circuit also affirmed the denial of consumer class certification because any attempt " * * * to by-pass the rule in *Illinois Brick* * * *" on behalf of class members whose indirect-purchase claims are barred by the *Illinois Brick* rule would raise dealer-by-dealer issues. *Id.* at 1342; Petition at A-19.

While approving the district court's application of *Illinois Brick* to plaintiffs' claims, the Ninth Circuit stated that it was not reviewing that portion of the district court's 1980 order dealing with possible "cost-plus" and "control" exceptions to the bar against indirect purchase claims because that part of the district court's decision had not been certified for interlocutory appeal and it was unnecessary to reach those issues in order to decide the rulings before the court. *Id.* at 1338 n.1, 1343; Petition at A-4 n.1, A-20.

The Ninth Circuit rejected plaintiffs' argument, which they now seek to present to this Court, that *Illinois Brick* does not apply to an indirect purchaser's claim that manufacturers horizontally conspired to fix the retail prices charged by the middleman from whom the plaintiff bought. That argument was presented to the Ninth Circuit both in petitioners' briefs, and in their motion for rehearing and rehearing *en banc*. Indeed, the full court was advised of petitioners' suggestion for rehearing *en banc*, but no judge of the Ninth Circuit even requested a vote on this suggestion. That the Ninth Circuit saw no need to discuss this theory is not surprising, because, as shown below, it is a transparent attempt to evade this Court's clear rule against indirect-purchaser claims.

REASONS FOR DENYING THE WRIT

I.

THE APPLICATION OF THE *ILLINOIS BRICK* RULE TO THE CLAIMS OF THESE INDIRECT PURCHASERS PROVIDES NO GROUND FOR REVIEW

A. The Rulings Below Provide No Occasion For Review By Certiorari Because They Are A Textbook Application Of *Illinois Brick*

1. *Illinois Brick* Assigns The Antitrust Enforcement Role To Direct Purchasers, Not Indirect Purchasers

In *Illinois Brick*, the Court held that an indirect purchaser cannot sue to recover an alleged overcharge imposed on the direct purchaser and purportedly passed on to the indirect purchaser. 431 U.S. at 728-29. The Court based this rule of general application on two rationales. First, in its earlier *Hanover Shoe* decision, the Court had held that the direct purchaser will be deemed injured in the full amount of the overcharge, and that the defendant may not attempt to diminish the direct purchaser's recovery by offering evidence to prove that all or part of an overcharge was passed on to the

indirect purchasers. 392 U.S. at 487-88. The Court was not prepared to alter that rule. Consequently, if indirect purchasers were also permitted to recover, defendants would be subjected to a risk of multiple treble-damage liability for a single overcharge. The Court found this possibility unacceptable. 431 U.S. at 730-31 & n.11. Second, the Court's decisions in both *Illinois Brick* and *Hanover Shoe* were designed to avoid reliance on the complex, speculative economic evidence that would be required in any attempt to show the extent, if any, to which an alleged wholesale overcharge was passed on to an indirect purchaser.⁴ 431 U.S. at 731-33 & n.13; 392 U.S. at 492-93.

Petitioners assert that the lower courts have erred by "extending" *Illinois Brick* in some novel fashion to bar *their* indirect-purchase claims.⁵ They offer three arguments in support of this position. First, they assert that they are not seeking to recover a passed-on overcharge. Second, they say that there is no other purchaser who will bring suit against these defendants. Finally, petitioners argue that the application of *Illinois Brick* makes these cases more rather than less complex. As

4. Recently the Court has twice cited *Illinois Brick* as a sound precedent and has shown no inclination to reconsider the rule. *Associated General Contractors of California, Inc. v. California State Council of Carpenters*, ___ U.S. ___, 103 S. Ct. 897, 912 (1983) (citing *Illinois Brick* in discussion of need to keep antitrust cases manageable by avoiding reliance on complex, speculative theories of recovery); *Blue Shield v. McCreedy*, 457 U.S. 465, 102 S. Ct. 2540, 2546 (1982).

5. The Ninth Circuit, while approving the district court's holding that *Illinois Brick* bars plaintiffs' claims, did not explicitly discuss such holding. (See p. 5 n.3, above.) Indeed, in declining to address the issue of whether a purported "control" exception exists, the Ninth Circuit noted that the district court had not certified the paragraph of its order inferring that exception, which paragraph also sets forth the district court's fundamental holding that *Illinois Brick* applies. *In re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litigation*, 691 F.2d 1335, 1338 n.1; Petition at A-4, n.1. Certiorari should not issue to review a district court ruling that the Ninth Circuit, while accepting, has not fully discussed.

shown below, each of these arguments is demonstrably without merit.

2. Petitioners Are Indirect Purchasers Pressing Exactly The Type Of Claims That The Court Barred In *Illinois Brick*

Contrary to petitioners' suggestion that the courts below have extended *Illinois Brick* to some novel and unforeseen situation (see, e.g., Petition at 9), these cases present exactly the industry pattern to which the rule of *Illinois Brick* is addressed. Thus, defendants are manufacturers of gasoline. They made outright sales of that gasoline to some 35,000 independent dealers (or to jobbers who in turn supplied such dealers) for which defendants charged the dealers a wholesale price. The dealers in turn set their own retail prices, which they charged to consumers such as the plaintiffs. During the period relevant to these cases defendants' wholesale prices changed frequently as a result of the granting and withdrawal of temporary discounts that were designed to assist dealers in maintaining their sales volume during "price wars" in the retail market. The record before the Ninth Circuit established that there was no set relationship between the wholesale prices the dealers paid and the retail prices they charged. While some defendants suggested retail prices to their dealers, many dealers disregarded such suggestions.⁶ The dealers also were free, if they believed they had been subjected to an unlawful wholesale overcharge, to sue their suppliers under the antitrust laws. Petitioners admit that dealers file such suits. Petition at 15.

Plaintiffs' indirect purchase claims present precisely the two problems that led this Court to adopt the rule of *Illinois Brick*.

6. In opposing the class certification motions, defendants presented the district court with a substantial factual record demonstrating that both wholesale and retail gasoline prices constantly fluctuated, and that there was no set relationship between them. In particular, defendants demonstrated that when wholesale prices were raised through withdrawal of discounts, some dealers passed on the full amount of such increases by raising their retail prices, but many others absorbed the increases in whole or in part. 523 F. Supp. at 1119; Petition at B-6 to 7.

As discussed in more detail below, there would be a clear risk of multiple liability if both direct and indirect purchasers were permitted to sue. See pp. 12-14, below. Moreover, plaintiffs' claims are infused with the complexity *Illinois Brick* is designed to avoid because any attempt to prove such claims would require proof of the extent, if any, to which thousands of individual dealers sought to pass on wholesale overcharges in an environment of constantly fluctuating wholesale and retail prices. See p. 14, below.

Petitioners say that *Illinois Brick* should not apply to this industry because the defendants' wholesale sales to dealers assertedly did not constitute a genuine "intervening wholesale market" and because defendants assertedly conspired among themselves to fix the retail prices charged by dealers instead of the wholesale prices that defendants charged. *E.g.*, Petition at 4. As demonstrated below, this theory which was rejected by both lower courts is merely hollow rhetoric designed as an attempt to keep alive a claim of the type that this Court has explicitly rejected. Indeed, the petition on its face demonstrates (1) that petitioners are indirect purchasers; (2) that defendants allegedly restrained competition in the wholesale market; (3) that this wholesale restraint allegedly enabled defendants to extract a wholesale overcharge from dealers; and (4) that this alleged wholesale overcharge was passed on in the allegedly inflated retail price that the dealers charged to consumers.

The petition admits that plaintiffs and the other consumers they sought to represent are indirect purchasers. It states that " * * * almost all of the branded retail outlets were actually operated by franchised dealers," Petition at 4, so that " * * * in form defendants mostly sold indirectly to retail consumers * * *," Petition at 10. See also Petition at 8 (Only "[a] small portion of defendant's sales was direct to consumers * * *.")

Petitioners also admit that defendants charged dealers a wholesale price for gasoline and that defendants allegedly imposed a restraint which eliminated competition at the wholesale level. Petition at 16. Thus, petitioners' repeated claim that " * * * there is no wholesale market * * *" in this industry is

nothing more than a claim that there has been a restraint on wholesale competition. Petition at i. Petitioners describe the alleged wholesale restraint as a coercive exclusive-dealing arrangement: “* * * [T]here is no wholesale market in which to fix prices. Defendants’ dealers are captive—they can only buy their gasoline from the defendant whose trademarked station they tend. Defendants did not compete for wholesale sales to dealers and did not fix dealer wholesale prices—they had no reason to do so.” Petition at 10; *see also* Petition at 16.

Although plaintiffs argue that these cases involve only a retail overcharge, their petition shows that they in fact claim that the alleged wholesale restraint enabled defendants to charge the dealers supracompetitive wholesale prices.⁷ Thus, they say that defendants set the wholesale price so as to give dealers “* * * appropriate margins in light of the fixed retail price levels.” Petition at 13. Presumably the “appropriate margin” referred to in this sentence is no greater than the dealer would have obtained if the retail price had not been raised by the alleged conspiracy. If wholesale prices had been set to give the dealers the same “appropriate margins” in light of a lower, assertedly competitive retail price, *a fortiori* the wholesale prices would have been lower too. What the plaintiffs are saying, then, is that both the wholesale price *and* the retail price were set at supracompetitive levels.⁸ Indeed, a

7. The *Illinois Brick* rule applies to this situation even though plaintiffs choose not to characterize the alleged wholesale restraint as price-fixing. Indeed, in *Hanover Shoe*, the seminal case on this issue, the overcharge allegedly was extracted from the direct purchaser by unlawful monopolization rather than by a conspiracy to fix prices. 392 U.S. at 483.

8. Plaintiffs cite *Phillips v. Crown Central Corp.*, 602 F.2d 616, 626 (4th Cir. 1979), *cert. denied*, 444 U.S. 1074 (1980), for the proposition that oil companies who sell to dealers somehow can enter into a “horizontal” agreement to fix those dealers’ resale prices. Petition at 17. *Crown* does not support this argument. The *Crown* plaintiffs were four dealers who claimed that their supplier (a company that is not a respondent here) coerced such dealers into setting retail prices of the supplier’s choosing; the dealers proved that claim with hard-core evidence of vertical conspiracy to fix their resale prices. *Id.* at 627.

supracompetitive wholesale price is essential to plaintiffs' theory, since they otherwise would be contending that defendants conspired to elevate the retail prices charged by dealers in order to enrich the dealers rather than themselves.

Finally, petitioners say that the restraint which eliminated the "intermediate market" at the wholesale level somehow enabled defendants to fix the dealers' retail prices. But this contention cannot prevent the application of *Illinois Brick*. The dealers were the direct purchasers of the gasoline, and as such they had the legal right to set its retail price.⁹ In such circumstances there are only two ways that a defendant, as a wholesale seller, could affect a dealer's retail price: either (1) by an increase in the wholesale price which the dealer independently chose either to absorb, or to pass on in whole or in part, or (2) by vertical conspiracy, *i.e.*, agreeing with or coercing the dealer to set a retail price. *Illinois Brick* bars directly the first theory. And the second is not part of these cases because plaintiffs have never pleaded it.¹⁰

Clearly, analysis of plaintiffs' own description of their claims shows that such claims are of exactly the type barred by the *Illinois Brick* rule. Plaintiffs' assertion that the lower courts erred by refusing to "accept plaintiffs' allegations" is wrong. Petition at 16 n.5. The district court accepted, as it should in considering a motion under Fed. R. Civ. P. 12, plaintiffs' allegation of a conspiracy to fix retail prices, and its *Illinois Brick* ruling bars indirect purchase claims for both wholesale and retail price-fixing. *In re Coordinated Pretrial Proceedings*

9. As the Ninth Circuit noted from the factual record amassed on the class certification motions, defendants' contracts with dealers did not purport to give defendants the right to set the dealers' retail prices. *In re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litigation*, 691 F.2d 1335, 1343; Petition at A-20.

10. Petitioners' reason for not pleading vertical conspiracy appears to be the abundant precedent holding that such a theory would require dealer-by-dealer proof of coercion, precluding class certification. See p. 19 n.20, below.

in *Petroleum Products Antitrust Litigation*, 497 F. Supp. 218, 229 (C.D. Cal. 1980); Petition at C-29. However, Rule 12 does not shield the allegations of a complaint from analysis. The district court obviously had to consider what an allegation of "retail price-fixing" by a wholesale seller could mean. As shown above, it can only mean either a pass-on or vertical conspiracy; plaintiffs have never described to the district court or the Ninth Circuit any theory of "retail price-fixing" that is not one or the other.¹¹

The analysis that the district court performed here was no different in scope from that engaged in by this Court in *Associated General Contractors of California, Inc. v. California State Council of Carpenters*, ___ U.S. ___, 103 S. Ct. 897 (1983). Although that case came up solely on the pleadings, the Court analyzed the plaintiff union's claim of injury to determine just how the alleged conspiracy to coerce landowners and general contractors into dealing with nonunion subcontractors could have injured the plaintiff union. *Id.* at 902-04, 908-11. The district court did no more than that here.

3. These Cases Present The Risk Of Multiple Recovery Forbidden By The *Illinois Brick* Rule Because The Direct Purchasers Are Suing In Another Court To Recover The Entire Alleged Overcharge

Petitioners say that *Illinois Brick* should not be applied here because "* * * there is no other purchaser with even the theoretical power to bring suit and enforce the antitrust laws * * *." Petition at 25. That is not true. There is now pending in the Eastern District of Pennsylvania a treble-damage action brought against respondents on behalf of a nationwide class of

11. As noted above, the Ninth Circuit declined on jurisdictional grounds to consider the existence and possible scope of any "control" exception to *Illinois Brick*, holding only that proof of such an exception in these cases, if available, would require dealer-by-dealer evidence, precluding class certification. *In Re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litig.*, 691 F.2d 1335, 1343 (9th Cir. 1982); Petition at A-20 to 21.

the dealers who purchase gasoline directly. The class has been certified under Fed. R. Civ. P. 23. *Bogosian v. Gulf Oil Corp.*, 561 F.2d 434 (3d Cir. 1977), *cert. denied*, 434 U.S. 1086 (1978). The *Bogosian* plaintiffs contend, *inter alia*, that dealers are "captives" who by reason of an alleged antitrust violation have been deprived of the benefit of interbrand competition in the wholesale gasoline market. The class has been certified on the theory that the injury, if any, caused by this alleged restraint is an overcharge on respondents' wholesale sales of gasoline to the plaintiff dealers. *Id.* at 455. The wholesale restraint alleged in *Bogosian* is indistinguishable from the "no intervening market" allegations which petitioners offer as reasons for ignoring *Illinois Brick*. *E.g.*, Petition at 16.

The Third Circuit, applying the *Hanover Shoe* rule, has forbidden respondents from attempting to prove in *Bogosian* that the dealers passed on the alleged overcharge to indirect purchasers such as the present petitioners. 561 F.2d at 456. Therefore, the courts below properly concluded that plaintiffs' indirect-purchase claims starkly presented the potential for double recovery which this Court found unacceptable in *Illinois Brick*. Thus, defendants could be forced to pay treble damages twice on the same gallon of gasoline: once in *Bogosian* to the dealer who bought it from a defendant, and again in these cases to the indirect purchaser who bought it from the dealer. *Illinois Brick* established a bright-line rule to solve this problem. The direct purchaser may sue, and the indirect purchaser may not. That rule has been followed here.¹²

The pendency of a nationwide direct-purchaser class action in *Bogosian*, coupled with petitioners' admission that direct-purchaser dealers bring antitrust suits against oil companies all the time, Petition at 15, fully rebuts petitioners' argument that application of the *Illinois Brick* rule immunizes this industry

12. Petitioners appear to claim that dealers cannot sue to recover overcharges if they passed such overcharges on to their retail customers. Petition at 19. That assertion is simply wrong under *Hanover Shoe*.

from antitrust enforcement.¹³ It also rebuts petitioners' suggestion that application of *Illinois Brick* to this industry will lead other manufacturers " * * * to insert captive middlemen * * *" between themselves and ultimate consumers. Petition at 20. In this industry the middlemen, far from being docile "captives," are suing.

4. The Decisions Below Have Avoided The Need For The Complex, Speculative Proof Rejected By This Court In *Illinois Brick*

Petitioners say that application of *Illinois Brick* to bar their indirect-purchase claims has made these actions " * * * markedly more complex * * *," thereby purportedly frustrating this Court's second rationale for the *Illinois Brick* rule. Petition at 25. To the contrary, the lower courts have saved these actions from precisely the complexity that *Illinois Brick* was designed to avoid. Petitioners sought to prove that thousands of retail dealers competing in hundreds of different local markets passed on alleged wholesale overcharges in setting their retail prices, under circumstances where both wholesale and retail prices fluctuated constantly and where there was no set relationship between such prices. Clearly, such proof could not even be attempted without resort to "massive evidence and complex theories" forbidden by this Court's decisions in *Hanover Shoe* and *Illinois Brick*. 392 U.S. at 493; 431 U.S. at 741.

13. Petitioners cite an unpublished doctoral dissertation which they say shows by "empirical study" that the *Illinois Brick* rule does not work. Petition at 14 n.4. The purported empirical study, however, was nothing more than a survey of state attorneys general, including counsel for these petitioners. V. Sarris, *The Efficiency of Private Antitrust Enforcement: The Illinois Brick Decision and Its Implications*, 196-97 (May 1979) (available through University Microfilms International). The author, citing reliance on a survey of petitioners' counsel by a written questionnaire and follow-up telephone interviews, states that direct purchasers in the petroleum products market have not sued their suppliers, before or after *Illinois Brick*, because of their "[f]inancial dependence" on their suppliers and the possibility of " * * * lease termination." *Id.* at 205. *Bogosian* is not cited in this dissertation.

B. There Is No Conflict Among The Lower Courts That This Court Needs To Resolve

Petitioners affirmatively disclaim any argument that a conflict among the courts of appeals warrants the granting of the writ. Petition at 23.

Petitioners say that there is a conflict between the application of *Illinois Brick* in these cases and the unreviewed decision of a district court in another circuit, *Soskel v. Texaco, Inc.*, 514 F. Supp. 578 (S.D.N.Y. 1981). Assuming *arguendo* that the decisions are in conflict,¹⁴ there is, as Mr. Justice Harlan long ago noted, no basis for granting certiorari on "conflict" grounds until the relevant court of appeals—the Second Circuit in this instance—has considered this issue.¹⁵ Harlan, *Manning the Dikes*, 13 Rec. A.B. City N.Y. 541, 552 (1958).

Indeed, far from being the subject of a conflict, the fundamental proposition challenged by the petition—that *Illinois Brick* bars claims by indirect purchasers in the absence of a specific exception—has been followed in a variety of factual contexts by every circuit court that has had occasion to consider it.¹⁶

14. *Soskel* arose under federal price control regulations, and did not involve any claim under the antitrust laws. Its discussion of the *Illinois Brick* rule therefore is *dictum*.

15. Plaintiffs cite *Massachusetts v. United States*, 435 U.S. 444 (1978), in which the Court granted certiorari to resolve a conflict between a court of appeals and a district court. Petition at 24. But the district court decision at issue in that case was the equivalent of a decision by a court of appeals because it was subject to direct review in this Court and an appeal had in fact been docketed. 435 U.S. at 453. *Soskel* was not such a case.

16. See, e.g., *In re Fine Paper Antitrust Litig.*, 695 F.2d 494, 496 n.2 (3d Cir. 1982); *Alaska v. Chevron Chem. Co.*, 669 F.2d 1299, 1301 & n.2 (9th Cir. 1982); *In re Plywood Antitrust Litig.*, 655 F.2d 627, 639-43 (5th Cir. 1982), cert. granted on other grounds sub nom. *Weyerhaeuser Corp. v. Lyman Lamb Co.*, 456 U.S. 971 (1982); *Zinser v. Continental Grain Co.*, 660 F.2d 754, 759-62 (10th Cir. 1981), cert. denied sub nom. *Zinser v. Palmby*, 455 U.S. 941 (1982); *Royal Printing Co. v. Kim-*

C. The Ninth Circuit's Disposition Of The Three Certified Interlocutory Rulings Before It Is Not Addressed By The Petition And Provides No Basis For Certiorari In Any Event

The petition implies that the Court is being asked to review all of the Ninth Circuit's rulings. Petition at 7. But the petition's statement of questions presented (indeed, the petition as a whole) is addressed only to the application of *Illinois Brick* to petitioners' indirect purchase claims, and not to the Ninth Circuit's disposition of the three certified interlocutory rulings described at pages 3-5, above. Those rulings therefore are not properly presented for the Court's review under Supreme Court Rule 21.1. Moreover, even if the petitioners' implied request for review of those rulings is considered, such review should not be granted because the rulings themselves are unworthy of certiorari.

1. The "Vertical Conspiracy" And "Umbrella" Holdings Are Not Worthy Of Certiorari

The petition never explains why the discretionary writ of certiorari should issue to bring before this Court the "vertical conspiracy" and "umbrella" holdings described at pages 3-4, above. Thus, the statement of questions presented, which under Supreme Court Rule 21.1(a) defines the scope of what this Court is asked to review, is wholly devoted to the "retail price fixing" theory by which petitioners seek to evade *Illinois Brick*. That theory does not "fairly include" the Ninth Circuit's holding that alleged vertical conspirators must be joined as defendants because acceptance of the petition's arguments would relieve the plaintiffs of any need to plead a vertical conspiracy. The "retail price fixing" theory is also irrelevant to petitioners' "umbrella" claims because the prices charged by an "umbrella" seller by definition are not set by *any* conspiracy. See *In re Coordinated Pretrial Proceedings in Petro-*

berly-Clark Corp., 621 F.2d 323 (9th Cir. 1980); *Jewish Hosp. Ass'n v. Stewart Mechanical Enter., Inc.*, 628 F.2d 971 (6th Cir. 1980), *cert. denied*, 450 U.S. 966 (1981); *In re Beef Industry Antitrust Litig.*, 600 F.2d 1148, 1152, 1156-66 (5th Cir. 1979), *cert. denied sub nom. Safeway Stores, Inc. v. Meat Price Investigators*, 449 U.S. 905 (1980).

leum Products Antitrust Litigation, 691 F.2d 1335, 1338-39 (9th Cir. 1982); Petition at A-5 to 6.

The "vertical conspiracy" and "umbrella" rulings are in any event unworthy of certiorari. The "vertical conspiracy" ruling merely prevents an obvious potential for duplicative recovery if indirect purchasers are allowed to sue without bringing the direct purchaser into the action and binding him to its result.¹⁷ Two circuit courts in addition to the Ninth Circuit have expressed concern that indirect purchasers might seek to plead their way around the *Illinois Brick* rule with boilerplate allegations of vertical conspiracy. The Fifth Circuit, in order to prevent such misuse of vertical conspiracy theories, established the rule of mandatory joinder that was followed by the lower courts in these cases. *In re Beef Industry Antitrust Litigation*, 600 F.2d 1148, 1163 (5th Cir. 1979), *cert. denied sub nom. Safeway Stores, Inc. v. Meat Price Investigators Association*, 449 U.S. 905 (1980); *see also Jewish Hospital Association v. Stewart Mechanical Enterprises, Inc.*, 628 F.2d 971, 977 (6th Cir. 1980), *cert. denied*, 450 U.S. 966 (1981).¹⁸ No circuit court has held to the contrary.

The dismissal of "umbrella" claims is equally unworthy of review by certiorari. The Ninth Circuit's ruling is based on two fundamental grounds. First, the Ninth Circuit was not prepared to permit the complex, speculative economic evidence that would be necessary to attempt to establish that the non-conspiring "umbrella" seller set his prices at the level he did because of the alleged conspiracy rather than his own independent business judgment. *In re Coordinated Pretrial*

17. Because the petitioners have never amended their complaints to allege vertical conspiracy, the Ninth Circuit expressed reservations about whether the district court's joinder requirement was ripe for appellate review even in that court. 691 F.2d at 1341 n.9; Petition at A-16 n.9. In the absence of such amendment, it certainly is not ripe for review by certiorari here.

18. The Sixth Circuit in *Jewish Hospital* agreed with the Fifth Circuit's *Beef* analysis but had no need to apply a mandatory-joinder rule because the *Jewish Hospital* plaintiff had failed to plead vertical conspiracy or any fact from which vertical conspiracy could have been inferred. 628 F.2d at 977.

Proceedings in Petroleum Products Antitrust Litigation, 691 F.2d, 1335, 1340-41; Petition at A-13. Second, the Ninth Circuit found that, given the multi-tiered layers of distribution in the petroleum industry, petitioners' "umbrella" claims rested on "pass-on" theories squarely prohibited by the holding of *Illinois Brick*. *Id.* at 1340; Petition at A-12 to 13. The Ninth Circuit's analysis is thoroughly consistent with *Illinois Brick*'s rejection of economic evidence about the supposed effects of a conspiracy upon the resale pricing decisions of middlemen. 431 U.S. at 741-43. Indeed, it is also consistent with this Court's recent holding that " * * * the tenuous and speculative character of the relationship between the alleged antitrust violation and the [plaintiff's] alleged injury * * * and the existence of more direct victims of the alleged conspiracy * * *" weigh heavily against granting antitrust standing to a particular plaintiff. *Associated General Contractors of California, Inc. v. California State Council of Carpenters*, ___ U.S. ___, 103 S. Ct. 897, 913 (1983). See also *id.* at 903 n.14, 910 n.46 (rejecting antitrust claim where alleged injury stems from conduct of persons who were neither members nor victims of alleged conspiracy).

2. The Ninth Circuit's Affirmance Of The Denial Of Class Certification Provides No Ground For Review By Certiorari

Petitioners asked the district court to certify under Rule 23 plaintiff classes of consumers in the five plaintiff states. Those classes include millions of people (Petition at 22) who bought gasoline as indirect purchasers from some 35,000 different retail dealers. *In re Coordinated Pretrial Proceedings in Petroleum Products Antitrust Litigation*, 691 F.2d 1335, 1342 (9th Cir. 1982); Petition at A-19. As discussed above, the district court denied certification on the ground that such consumers' claims were barred by *Illinois Brick* or would require dealer-by-dealer proof of a purported "control" exception or vertical conspiracy. The Ninth Circuit affirmed. See pp. 4-5, above.

Petitioners never attempt to explain why the Court should review the denial of class certification. And there is clearly no occasion for the Court to do so. District court decisions on Rule 23 class certification are inherently discretionary. Thus,

when this Court decided that consumers have standing to bring treble damage claims, it also urged the district courts to “* * * exercise sound discretion and use the tools available” in order to avoid “* * * class-action harassment * * *.” *Reiter v. Sonotone Corp.*, 442 U.S. 330, 345 (1979).¹⁹ Here, a district court that has lived with a massive litigation for five years has exercised its discretion to deny certification. It concluded from an abundant factual record that the proposed consumer classes do not satisfy the requirement of Rule 23(b)(3) that common issues predominate. A court of appeals has unanimously affirmed. Plainly, there is no need for this Court to exercise its discretionary jurisdiction.

Moreover, the principle that controlled the denial of class certification in this case is particularly unworthy of review by certiorari. The lower courts held that proof of vertical conspiracy or a purported “control” exception to *Illinois Brick* would be an individual question for each of the 35,000 dealers from whom the putative class members bought. The rule that a supplier’s control over his customer’s resale price, whether by agreement or coercion, is an individual question for each dealer is not novel or unsettled. That rule has been applied routinely by lower courts in decisions denying class certification for years.²⁰ Certiorari should not be granted to review a case following such a cut-and-dried line of authority, especially where that authority is so clearly consistent with the Court’s instructions in *Reiter, supra*.

19. As the Court noted in *Reiter*:

“District courts must be especially alert to identify frivolous claims brought to extort nuisance settlements; they have broad power and discretion vested in them by Fed. Rule Civ. Proc. 23 with respect to matters involving the certification and management of potentially cumbersome or frivolous class actions.” 442 U.S. at 345.

20. *Chicken Delight, Inc. v. Harris*, 412 F.2d 830, 831 (9th Cir. 1969); *Mekani v. Miller Brewing Co.*, 1982-1 Trade Cas. (CCH) ¶ 64,563 (E.D. Mich. 1982); *Kendler v. Federated Dep’t Stores, Inc.*, 88 F.R.D. 688, 692-93 (S.D.N.Y. 1981); *Abrams v. Interco, Inc.*, 1981-2 Trade Cas. (CCH) ¶ 64,295 (S.D.N.Y. 1981); *Colburn v. Roto-Rooter Corp.*, 78 F.R.D. 679, 682-83 (N.D. Cal. 1978); *Krehl v. Baskin-Robbins Ice Cream Co.*, 78 F.R.D. 108, 122 (N.D. Cal. 1978); *Perry v. Amerada*

CONCLUSION

For the reasons set forth above, respondents respectfully request that the petition for a writ of certiorari be denied in all respects.

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Union Oil Company of California*

APPENDIX

Atlantic Richfield Company

Acerlan, S.A.
Alyeska Pipeline Service Company
Anaconda-Ericsson Inc.
Anamax Mining Company
Arilan, S.A. de C.V.
Atlantic Richfield de Mexico, S.A. de C.V.
Badger Pipeline Company
Bingham Development Company
Black Lake Pipe Line Company
Blair Athol Coal Pty., Limited
Centroamericana de Cobre, S.A.
Cobre de Hercules, S.A.
Cobrecel, S.A. de C.V.
Colonial Pipeline Company
Compania de Petroleo Ganso Azul, Ltda.
Compania Minera Dos Republicas, S.A. de C.V.
Compania Minera Kappa, S.A.
Compania Minera Penacobre, S.A.
Cook Inlet Pipe Line Company
Cupro San Luis, S.A. de C.V.
Delaware Bay Transportation Company
Dexter de Mexico, S.A.
Dixie Pipeline Company
East Texas Salt Water Disposal Co.
Eisenhower Mining Company
Empresa de Comercio Exterior Mexicano, S.A. de C.V.
Energy Transportation Systems, Inc.
Fip, S.A.
Flower Street Limited
F.T.L. Company Limited
Gravity Adjustment, Inc.
Griffith-Consumers Company
Hardy Oil Company
Hydrokem Performance Chemicals Company
Imperial Eastman de Mexico, S.A.

Impulsora De Cobre, S.A. de C.V.
 Industrias Nacobre, S.A. de C.V.
 Industrias Tecnos, S.A. de C.V.
 Inval, S.A.
 Iricon Agency Ltd.
 Kenai Pipe Line Company
 Kronos, Computacion y Teleproceso, S.A. de C.V.
 Kuparuk Transportation Company
 Las Quintas Serenas Water Company
 Lavan Petroleum Co.
 Lingobronce, S.A.
 Magnaval, S.A.
 Manguera Flex, S.A. de C.V.
 Manufacturera Mexicana De Partes Para Automoviles,
 S.A. de C.V.
 Mayflower Mining Company
 R. W. Miller (Holdings) Limited
 Minera Anaconda Limitada
 Montoro, Empresa Para La Industria Quimica
 Nacional de Cobre, S.A.
 New Bingham Mary Mining Company
 Nihon Oxirane Company, Ltd.
 Oil Shippers Service, Inc.
 P. T. Arutmin Indonesia
 Panaaval, S.A.
 Park Cummings Mining Company
 Park Premier Mining Company
 Participaciones Mexicanas, S.A. de C.V.
 Patten Mining Company
 Platte Pipe Line Company
 Productos Especiales Metalicos, S.A.
 Servicios Industriales Nacobre, S.A.
 Sinclair Venezuelan Oil Company
 Smoke House Copper Mining Company
 Solvamex, S.A. de C.V.
 Swecomex, S.A.
 Tecumseh Pipe Line Company
 Texas-New Mexico Pipe Line Company

Trans Mountain Oil Pipe Line Company
Tubos Flexibles, S.A.
Union de Credito Industrial Vallejo, S.A.
The Walworth Company
West Mayflower Mining Company
William Prym de Mexico, S.A.

Cities Service Company

Cit-Con Oil Corporation
Coltexo Corporation
Badger Pipe Line Company
Calcasieu Chemical Corporation
Canyon Reef Carriers, Inc.
Clean Seas, Inc.
Colonial Pipeline Company
Corpus Christi Area Oil Spill Control Association
Cynthia Gas Gathering Company Limited
Delaware Bay Transportation Company
Dixie Pipeline Company
East Texas Salt Water Disposal Company
Everglades Pipe Line Company
Explorer Pipeline Company
Kaw Pipe Line Company
Key Pipe Line Co. Ltd.
Northward Developments Ltd.
Occidental Petroleum Corporation
Petrogas Processing Limited
Seadock, Inc.
Texas-New Mexico Pipe Line Company
West Shore Pipe Line Company
West Texas Gulf Pipe Line Company
Wolverine Pipe Line Company

Exxon Corporation

Exxon Pipeline Company
Imperial Oil Limited
Reliance Electric Company

Gulf Oil Corporation

A/S Jargul
A/S Jargul and Co. K/S
AB Djurgardsberg
Adela Investment Company, S.A.
Allied - General Nuclear Services
Andogas S.A. (Switzerland)
Asia Polymer Corp.
Autobahn-Raststaette Wuerenlos AG
China Gulf Oil Company Limited
Chinhae Chemical Company, Ltd.
Colonial Pipeline Company
Delaware Bay Transportation Company
Det Gronlandske Olieaktieselskab
Dixie Pipeline Company
Emery Joint Venture
Ethyleen Pijpleiding Maatschappij (Belgium) S.A.
Ethyleen Pijpleiding Maatschappij (Nederland) B.V.
Explorer Pipeline Company
Forenade Svenska Oljeimportorer AB
Gulf Canada Limited
Guif Oil Canada Limited Associated Companies
Gulf Oil Corporation Erisa
Gulf Oil Terminals (Ireland) Limited
Gulf Oil Zaire S.A.R.L.
Harshaw - Byrce & Co. Pty. Ltd.
Harshaw - Juarez S.A. de C.V.
Harshaw - Murata Kabushiki Kaisha
Harshaw Galvanotecnica S.A.
Harshaw Quimica Ltda.
Hochtemperatur Reaktorbau GmbH
InSCO Holding & Finance Company N.V.
Keydril (Nigeria) Limited
Kuwait Oil Company Limited
Laurel Pipe Line Company
Mainline Pipelines Limited
Mid-Valley Pipeline Company
Midwest Carbide Corporation

North River Energy Company
 Oil Shippers Service, Inc.
 Oklahoma Nitrogen Company
 Paloma Pipe Line Company
 Pembroke Capital Company
 Pembroke Cracking Company
 Petrosil Oil Company Limited
 Plastigama, S.A.
 Plastijal Sociedad Anonima
 Platte Pipeline Company
 Pol Transport AB
 Pyropower Corporation
 Raffinerie De Cressier S.A.
 Rio Blanco Oil Shale Partnership
 Sarni S.P.A. - Refining
 Solvent Refined Coal International, Inc.
 Solvo Finanzierungs-Und Beteiligungs AG
 Sunrise International Company Limited
 Svensk Petroleum Administration A.B.
 Svensk Petroleum Largring Tre A.B.
 Svenska Petroleum Forvalting A.B.
 Taita Chemical Corporation
 Valley Pines Associates
 Venezuela Gulf Refining Company
 West Texas Gulf Pipe Line Company

Mobil Oil Corporation

AB Djurgardsberg
 Abu Dhabi Petroleum Company Limited
 Adria-Wien Pipeline Gesellschaft m.b.H.
 AIMCO (ALPHA) Shipping Company
 AIMCO (Blasbjerg) Limited
 AIMCO (OMEGA) Shipping Company Ltd.
 Aircraft Fuel Supply B.V.
 Airtankdienst Koln
 AK Chemie GmbH
 AK Chemie GmbH & Co. KG
 Akauma Rekisei Kogyo Kabushiki Kaisha

Alexandroupolis Petroleum Installation S.A.
 Allied Asphalts Limited
 Alpa Alet Ve Dayanikli Tuketim Mamulleri Pazarlama A.S.
 Altona Petrochemical Company Limited
 Alyeska Pipeline Service Company
 Ankara Gaz Satis Anonim Sirketi
 Arabian American Oil Company
 Arabian International Maritime Company Limited
 Arabian International Maritime Company
 The Arabian Petroleum Supply Company (S.A.)
 Arabian Shipping & Trading Company S.A.
 Arabian Trading Company S.A.
 Aral Aktiengesellschaft
 A/S Fjellvegen
 A/S Kongens Plass I
 A/S Moretral
 Ammenn GmbH
 The Associated Petroleum Company Limited
 Associated Oil Company (Plant) Limited
 ATAS-Anadolu Tesis Hanesi Anonim Sirketi
 Atlas Sahara S.A.
 Australian Synthetic Rubber Company Limited
 Autobahn-Betriebe Gesellschaft m.b.H.
 Aviation Fuel Services Limited
 Aygaz Anonim Sirketi
 B.V. Beheersmaatschappij MOBEM
 Basrah Petroleum Company Limited
 Bataan Refining Corporation
 Bayerische Erdgasleitung GmbH
 Bin Sulaiman Mobil Towers
 Bayerische Mineral Industrie A.G.
 Bostadsrattsforeningen Basunen, Malmo
 Bostadsrattsforeningen Forarsatet, Orby
 Bostadsrattsforeningen Silverskatten, Trelleborg
 Bostadsrattsforeningen Skepparegarden, Norrkoping
 Brazos Heights Housing Incorporated
 Brussels Airfuels Service S.C.
 Buffalo River Improvement Corporation

Canner's Steam Company, Incorporated
 Cansulex Limited
 Canyon Reef Carriers, Inc.
 Cartoenvases Valencia, S.A.
 Carton de Colombia, S.A.
 Carton de Venezuela, S.A.
 Cartones Nacionales, S.A.
 Celmisia Shipping Corporation
 Central African Petroleum Refineries (Pvt) Limited
 Central Kagaku Kabushiki Kaisha
 Cercera S.A.
 Changi Airport Fuel Hydrant Installation Pte. Ltd.
 Chuo Nenryo Gas Kabushiki Kaisha
 Colombianos Distribuidores de Combustibles, S.A. (CODI)
 Colonial Pipeline Company
 Combustibles Colmerauer
 Comet-Brennstoffdienst GmbH
 Commodore Maritime Company, S.A.
 Compagnie Africaine de Transport Cameroun
 Compagnie D'Entreposage Communautaire
 Compagnie Immobiliere (Comimmo)
 Compagnie Regionale de Distribution de Produits
 Petroliers-C.O.R.E. Dis.
 Compagnie Rhenane de Raffinage
 Compagnie Senegalaise des Lubrifiants (C.S.L.)
 Compania Colombiana de Empaques Bates, SSA
 Compania Colombiana De Forestacion S. A.
 Compania de Lubricants de Chile Limitada (Copec-Mobil
 Ltda.)
 Compania Mexicana de Especialidades Industriales,
 S.A. de C.V.
 Consortium Raymond Duez
 Constructura Calle 67, Limitada
 Constructora Calle 70, S.A.
 Cook Inlet Pipe Line Company
 CORCOP
 Corrugadora de Carton, S. A.
 C.R.C. Lyon Chauffage

CRCP

Cyprus Petroleum Refinery Limited
 D. Muhlenbruch GmbH
 D. Muhlenbruch GmbH & Co. KG
 Dai Nippon Jushi K.K.
 De. Ba. Deposito di Bari S.p.A.
 Depot Petrolier de Mourepiane
 Depot Petrolier du Gresivaudan
 Depot de Petrole Cotiers
 Depots Petroliers de La Corse (DPLC)
 Deutsche Mobil Oil Exploration Ireland Ltd.
 Deutsche Pentosin-Werke GmbH
 Deutsche Transalpine Oelleitung GmbH
 Dicomi S.r.l.
 Dixie Pipeline Company
 Drivmedelscentralen AB
 Dukhan Services Company
 East Japan Oil Development Company Ltd.
 Eastern Lease Company Ltd.
 East Texas Salt Water Disposal Company
 Emoleum (Asphalts) Limited
 Entrepot Petrolier de Chambery
 Entrepot Petrolier de Dijon
 Entrepot Petrolier de Mulhouse (E.P.M.)
 Entrepot Petrolier de Nancy
 Entreprise Jean Lefebvre
 Erdgas-Verkaufs-Gesellschaft mbH
 Erdoel-Lagergesellschaft mbH
 Erdoel-Raffinerie Neustadt GmbH & Co. oHG
 Erdoelbetrieb Reitbrook
 Erdoelraffinerie Gesellschaft mbH in Liquidation
 Etablissements Bouthenet
 Etablissements Nicol and Cie
 Ets. R. Saillard
 Etablissements Wagner
 Faavang Autoverksted A/S
 FACEL
 Fairwind Maritime Company, S.A.

Felix Oil Company
 Filtroleo-Sociedade Portuguesa de Filtros Lda.
 Filtros De Costa Rica S.A.
 Finsbury Printing Limited
 Fountain Garage (East Park) Ltd.
 Fountain Garage (Meadowhead) Ltd.
 Fountain Garage (Mercury) Ltd.
 Fountain Garage (Newbury Park) Ltd.
 Fountain Garage (Stirchley) Ltd.
 Frome-Broken Hill Company Proprietary Limited
 Fruehmesser Mineraloelhandels GmbH & Co. KG
 Fruehmesser GmbH
 Fuso Operations Kabushiki Kaisha
 Futuro Enterprises (Christchurch) Ltd.
 Futuro Homes (N.Z.) Ltd.
 Gaz Aletleri Anonim Sirketi
 Geomines-Caen
 Geovexin
 Ghana Bunkering Services Limited
 Goteborgs Branslesortering AB
 Groupement Immobilier Petrolier G.I.P.
 Groupement Petrolier Aviation G.P.A.
 Groupement Petrolier De Brest (GPB)
 Handelmaatschappij Hugenholtz & Co. B.V.
 Heizoel-Handelsgesellschaft mbH
 Hellas Gas Storage Company S.A.
 Home Counties Petroleum Products Limited
 Hormoz Petroleum Company
 Hydranten-Betriebs-Gesellschaft, Flughafen Frankfurt
 Imperial Gas Co. of P.R., Inc.
 Inmunizadoras Unidas, S. A.
 Iranian Oil Participants Limited
 Iranian Oil Services (Holdings) Limited
 Iranian Oil Services Limited
 Iraq Petroleum Company, Limited
 Iraq Petroleum Pensions Limited
 Iraq Petroleum Transport Company Limited
 Istanbul Petrol ve Makine Yasglari Limited Sirketi

Japan Airport Fueling Service Co. Limited
 Japan Solar Energy Co., Ltd.
 J.E.C.O.P.
 K.K. Sankyo Plastics
 K.K. Toresen
 Kanto Kyguns Sekiyu Hambai K.K.
 Kanto Oil Pipeline Co., Ltd.
 Kawasaki Kygnus Sekiyu Hambai Kabushiki Kaisha
 Keihin Kygnus Sekiyu Hambai Kabushiki Kaisha
 Keiyo Sea-Berth Company, Limited
 Kettleman North Dome Association
 Klaus Koehn GmbH
 Klaus Koehn GmbH & Co. Mineraloel KG
 Kobe Port Service Kabushiki Kaisha
 Kurt Ammenn GmbH & Co. K.G.
 Kygnus Ekika Gas Kabushiki Kaisha
 Kygnus Kosan Kabushiki Kaisha
 Kygnus Sekiyu Kabushiki Kaisha
 Kyokyto Petroleum Services Overseas, Ltd.
 Kyokuto Sekiyu Kogyo Kabushiki Kaisha
 Les Nouveaux Comptoirs Petroliers
 Les Supermarches De Cote D'Ivoire
 Likit Petrol Gazi ve Yakit Ticaret A.S.
 Lubricantes del Sur, S.A.
 Marceaux & Cie
 Matco Tankers (U.K.) Limited
 Maury Manufacturing Company, Inc.
 Mediterranean Refining Company
 Meentzen & Franke GmbH & Co.
 Mobil Ami, S.A.
 Mobil Atlas Sociedad Anonima de Capital Variable
 Mobil Chemie Belgie N.V. and Mobil Chimie Belge S.A.
 Mobil Comercio, Industria e Servicos Ltda.
 Mobil Corporation
 Mobil Gaz-Mobil Petrol Gazlari Anonim Sirketi
 Mobil Korea Lube Oil Industries Inc.
 Mobil Motor Rest AG
 Mobil Nile Oil Company

Mobil Oil Cameroun
Mobil Oil Cote d'Ivoire
Mobil Oil Dahomey
Mobil Oil de Mexico, Sociedad Anonima
Mobil Oil Djibouti, S.A.
Mobil Oil Francaise
Mobil Oil Gabon
Mobil Oil Ghana Limited
Mobil Oil Haute Volta
Mobil Oil Holdings, S.A.
Mobil Oil Mali
Mobil Oil Maroc
Mobil Oil Mauritanie
Mobil Oil Niger
Mobil Oil Nigeria Limited
Mobil Oil Nord-Africaine
Mobil Oil Philippines Inc.
Mobil Oil Portuguesa, S.A.R.L.
Mobil Oil Rwanda-Burundi (S.A.R.L.)
Mobil Oil Senegal
Mobil Oil Tchad
Mobil Oil Togo
Mobil Tunisie
Mobilrex
Molinos de Carton y Papel, S.A.
Morem
Mosul Petroleum Company Limited
Motel Rest SA
Mt. Marrow Blue Metal Quarries Pty.
Ndola Oil Storage Company Limited
Near East Development Corporation
New Zealand Refining Company Limited, The
New Zealand Synthetic Fuels Corp. Ltd.
New Zealand Synthetic Fuels (Housing) Corporation Limited
Nichimo Sekiyu Seisei Kabushiki Kaisha
Nippon Unicar Company Limited
Norddeutsche Erdgas-Aufbereitungs GmbH
Nordic Storage Company Ltd.

Nottingham Gas Limited
N.V. Rotterdam-Rijn Pijpleiding Maatschappij
N.V. Socony-Standard-Vacuum Oil Company
Occidental de Empaques, Ltda.
Octel Associates
Octel S.A.
Oil Kol (Proprietary) Limited
Oil Service Company of Iran (Private Company)
Oldenburgische Erdoel Gesellschaft mit beschränkter Haftung
Olympic Pipe Line Company
Osage Pipe Line Company
P.T. Arun Natural Gas Liquefaction Company
P.T. Stanvac Indonesia
Paloma Pipe Line Company
Pars Investment Corporation
Pembalta Gas System No. 1 Ltd.
Pembalta Gas System No. 3 Ltd.
Pembalta Gas System No. 4 Ltd.
Pembalta Gas System No. 5 Ltd.
Pembalta Gas System No. 6 Ltd.
Perretti Petroli S.p.A.
Petrocab
Petrogas Processing Ltd.
Petroleum Development (Cyprus) Limited
Petroleum Refineries (Australia) Proprietary Limited
Petroleum Services (Middle East) Limited
Petroleum Tankship Company Inc.
Petromin Lubricating Oil Company
Petromin Lubricating Oil Refining Company
Petromin-Mobil Yanbu Refinery Company Ltd.
Pipe-Lines de la Pallice
Plegadizos para la Industria S.A.
Poly Oil Chimie (P.O.C.)
Qatar Petroleum Company Limited
Qualbank, Inc.
Rainbow Pipe Line Company, Ltd.
Randhurst Corporation
Reforestadora Andina, S.A.

Reforestadora del Cauca, S.A.
 Rhodes Petroleum Installation S.A.
 Rivers Court Estates, Limited
 Rohel-Aufsuchungs Gesellschaft mbH
 Ruhrgas Aktiengesellschaft
 S&M Pipeline Limited
 S. A. Ets. George DUBOIS
 S. A. Mas & Cie
 S.A.M. Lebreton
 Samarco (Alpha) Shipping Company
 Samarco (Beta) Shipping Company
 Sanwa Kasei Kogyo Kabushiki Kaisha
 SARL Garage Pineau
 Sarni S.p.A.
 Saudi Arabian Maritime Company
 Saudi Can Company, Ltd., The
 Saudi Chemical Industries Company Limited
 Saudi Maritime Company Ltd.
 Saudi Tankers Limited
 Saudi, Yanbu Petrochemical Company
 Schubert Kommanditgesellschaft
 S.C.I. Du Fonds Du Val
 Segher de Mexico, S.A. de C.V.
 Seibu Kygnus Sekiyu Hambai Kabushiki Kaisha
 SENERCO
 Seram Societa per Azioni (S.p.A.)
 Sierra Leone Petroleum Refining Company Limited, The
 R. Simonnet & CIE
 Sociedade Portugal Marrocos SARL
 Societa Italiana per l'Oleodotto Transalpino, S.p.A.
 Societe Africaine de Raffinage
 Societe Agricole Des Entreprises Petrolieres (S.A.D.E.P.)
 Societe Alfred Ott & Cie
 Societe Anonyme Etablissements Nicol and Cie
 Societe Belge de Transport par Pipeline S.A.
 Societe Camerounaise des Depots Petroliers (S.C.D.P.)
 Societe Camerounaise Equatoriale De Fabrication De
 Lubrifiants "S.C.E.F.L."

Societe Civile de Mustapha
 Societe Civile Immobiliere Courcelles-Etoile
 Societe Civile Immobiliere de Construction de 34 Avenue du
 General Leclerc a Boissy-St-Leger
 Societe Civile Immobiliere de Construction "La Residence
 Brune"
 Societe Civile Immobiliere du 10 Bd. de la Republique A La
 Garenne-Colombes
 Societe Civile Immobiliere Kleber-Etoile
 Societe Civile Immobiliere La Fontaine Saint Lucien
 Societe Civile Immobiliere Mobil
 Societe Dahomeenne d'Entreposage de Produits Petroliers
 Societe d'Armement Fluvial et Maritime "SOFLUMAR"
 Societe de Construction & de Gestion CB 12
 Societe de Distribution Castelroussine (SODICA)
 Societe de Gaz D'Oceanic (SOGADOC)
 Societe de Manutention de Carburants Aviation (S.M.C.A.)
 Societe de Manutention de Carburants Aviation Dakar-Yoff
 Societe de Manutention de Carburants Aviation de Tahiti
 (SOMCAT)
 Societe de Maperialx d'Etancheite Pour Le Entreprises
 (Meple)
 Societe d'Entreposage de Bobo-Dioulasso (S.E.B.)
 Societe d'Entreposage d'Hydrocarbures de Bingo (SEHBI)
 Societe d'Entreposage de San Pedro (SESP)
 Societe d'Entreposage Petrolier au Burundi
 Societe de Renovation D'Emballages Metalliques (REM)
 Societe d'Habitations a Loyer Modere de la Seine Maritime
 Societe des Bitumes et Cut-Backs du Cameroun
 Societe des Etablissements Goux
 Societe Des Huiles Lemahieu
 Societe de Pipe-Line Sud-Europeen
 Societe Francaise Stoner-Mudge
 Societe Gabonaise d'Entreposage de Produits Petroliers
 Societe Gabonaise de Raffinage
 Societe Industrielle des Asphaltes et Petroles de Lattaquie
 (Syrie) S.A.
 Societe Jean Roussel S. A.

Societe Ivoirienne de Fabrication de Lubrifiants (S.I.F.A.L.)
 Societe Ivoirienne de Raffinage
 Societe Mauritanienne d'Entreposage de Produits Petroliers
 Societe Nationale de Raffinage (Sonara)
 Societe Nouvelle Raffinerie Meridionale De Ceresines (RMC)
 Societe Novodis
 Societe Pizo De Formulation De Lubrifiants (PIZOLUB)
 Societe Regionale De Produits Petroliers
 Societe Regionale de Produits Energetiques
 Societe Tahitienne de Depots Petroliers
 Societe Tchadienne D'Entreposage de Produits Petroliers
 Societe Togolaise d'Entreposage (STE)
 SOMODIP
 Sonarep (South Africa) (Proprietary) Limited
 SONEX
 South African Oil Refinery (Proprietary) Limited
 South Saskatchewan Pipe Line Company
 South West Africa Road Binders (Proprietary) Limited
 Statfjord Transport A.S.
 Station-Service Lunes
 Sydney Metropolitan Pipeline Pty. Ltd.
 Syria Petroleum Company Limited
 T.R. Miller Mill Company, Inc.
 Tanklagengesellschaft Kohn-Bonn
 Tecklenburg GmbH
 Tecklenburg GmbH & Co. Energiebedarf K.G.
 Texoma Pipe Line Company
 Thailand Lubricant Products Limited
 Thailand Solvent Products, Ltd.
 Thums Long Beach Company
 Toa Nenryo Kogyo Kabushiki Kaisha
 Tohko Plastics Co., Ltd.
 Tonen Energy International Corp.
 Tonen Sekiyu Kagaku Kabushiki Kaisha
 Tonen Tanker Kabushiki Kaisha
 Tonen Technology Kabushiki Kaisha
 Total Centrafricaine de Gestion (TOCAGES)
 Toulouse-Distribution Produits Petroliers

Toyoshina Film Co., Ltd.
 Tradewind Maritime Co., S.A.
 Transalpine Finance Holdings S.A.
 Transalpine Oelleitung in Oesterreich Gessellschaft m.b.H.
 Trans-Arabian Pipe Line Company
 Transgas Umschlags-Lager-Und Transport Gesellschaft mbH
 Turkish Petroleum Company Limited
 Twifo Oil Plantations Ltd.
 UBAG Unterflur Betankungsanlage Flughafen Zurich
 Union Grafica, S.A.
 United Kingdom Oil Pipelines Limited
 W.A.G. Pipeline Pty. Ltd.
 Wako Kasei Kabushiki Kaisha
 Wakohjushi Kabushiki Kaisha
 Werner Weidemann Mineraloelvertrieb G.m.b.H.
 West Shore Pipe Line Company
 Wolverine Pipe Line Company
 Wyco Pipe Line Company
 Zaire Mobil Oil
 Zaire Services Des Entreprises Petrolieres

Phillips Petroleum Company

Aero Oil Company
 Acurex Corporation
 Alyeska Pipeline Service Company
 Bruin Carbon Dioxide Sales Corporation
 Canyon Reef Carriers Inc.
 Chisholm Pipeline Company
 Colonial Pipeline Company
 Dixie Pipeline Company
 Everglades Pipe Line Company
 Explorer Pipeline Company
 Kaw Pipe Line Company
 Kenai LNG Corporation
 LeeFac, Inc.
 Papago Chemicals, Inc.
 Phillips Gas Supply Corporation
 Phillips Pacific Chemical Company

Phillips Petroleum Credit Corporation
 Powder River Corporation
 Salk Institute Biotechnology/Industrial Assoc. Inc.
 Seadock, Inc.
 Seaway Pipeline, Inc.
 Stockton, Whatley, Davin
 Texas Offshore Port, Inc.
 Transatlantic Reinsurance
 White River Shale Oil Corporation
 Arctic LNG Transportation Company
 Bonny LNG Ltd.
 Calatrava Empresa Para la Industria Petroquimica, S.A.
 Canada Western Cordage Co., Ltd.
 Cochin Refineries Ltd.
 Compagnie Francaise du Carbon Black S.A.
 Drisco S.A. de C.U.
 Insurance and Reinsurance Brokers Ltd.
 Iranian Marine International Oil Co.
 Negromex S.A.
 Nordisk Philback AB
 Norland GmbH
 Norpipe A/S
 Norpipe Petroleum U.K. Ltd.
 Norse Gas A/S
 Norse Gas GmbH
 Norse Pipeline Ltd.
 Petrochim
 Phillips Carbon Black Co. (Pty.) Ltd.
 Phillips Carbon Black Italiana S.p.A.
 Phillips Carbon Black Limited
 Phillips Imperial Petroleum Limited
 Phillips Petroleum Singapore Chemicals (Private) Limited
 Philmac Oils Limited
 Plasticos Vanguardia S.A.
 Polar LNG Shipping Corporation
 Quimica Veneco C.A.
 Renolit Fertighaus GmbH
 Sevalco (Holdings) Limited

SPODCO Ltd.
 Venezoil, C.A.
 Walton Insurance Ltd.
 Western Desert Operating Petroleum Co.

Shell Oil Company

Basin Pipe Line System
 Bullenbay Marine Services, N.V.
 Business Development Corporation of North Carolina
 Butte Pipe Line Company
 Capline System
 Capwood Pipe Line System
 Cortez Capital Corporation
 Crown-Shell Baytown Feeder Line System
 Curacao Oil Terminal N.V.
 Dixie Pipeline Company
 East Texas Salt Water Disposal Company
 Explorer Pipeline Company
 First Harlem Securities Corporation
 Fractionation Research, Inc.
 George Newman & Company
 Gravcap, Inc.
 Heat Transfer Research, Inc.
 Inland Corporation
 LOCAP, Inc.
 LOOP, Inc.
 MESBIC Financial Corporation of Houston
 Oil Companies Institute for Marine Pollution Compensation
 Limited
 Oil Insurance Ltd.
 Olympic Pipe Line Company
 Ozark Pipe Line Company
 Penn Central Corporation
 Plantation Pipe Line Company
 Rancho Pipe Line System
 Royal Dutch Petroleum Company
 Seadock, Inc.
 Shell Petroleum, N.V.

The "Shell" Transport and Trading Company, Limited
 Ship Shoal Pipe Line System
 Thums Long Beach Company
 United Scientific, Inc.
 West Shore Pipe Line Company
 WIDC
 Wolverine Pipe Line Company

Standard Oil Company of California

Huntington Beach Co.
 AMAX, Inc.
 Cetus Corp.
 American Overseas Petroleum Limited
 Chevron do Brasil Participacoes e Empreendimentos Ltda.
 Chevron Oil Company of Portugal
 Compania de Niguel Colombiano, S.A.
 Compania de Petroleo Chevron S.A.
 Crest Exploration Limited
 Oil Insurance Limited
 P. T. Caltex Pacific Indonesia
 Refineria Petrolera de Guatemala-California, Inc.
 Windfarms, Ltd.
 Caltex Petroleum Corporation

Standard Oil Company (Indiana)

Amoco Canada Petroleum Company, Ltd.
 Amoco Credit Corp.
 Amoco Oil Holdings, S.A.
 Analog Devices, Inc.
 Cetus Corp.
 Chicago Bank of Commerce
 Cyprus Mines Corp.
 Amoco (U.K.) Exploration Company
 Amoco Australia Ltd.
 Solarex Corp.

Sun Company, Inc.

Alaska Bulk Carriers, Inc.
Alberson Pipeline Ltd.
Alberta Gas Trunk Line Company Ltd.
Allegheny Power
Appalachian Power
Athabasca Realty Company Limited
AT&T
Barclay Inn Associates
Baron Petroleums Inc.
Becton, Dickinson and Company
Blackfeet Indian Writing Company, Inc.
Canyon Reef Carriers, Inc.
Carboline Coatings Ltd.
Carboline Europe
Carboline S.A. De C.V.
Carboline South East Asia Ltd.
Carboline-Ferro Powder Coatings Company
Carnduff Gas Limited
Carolina Power & Light
Chemson Inc.
Christy Chrysler Plymouth, Inc.
Cleveland Electric Illumination
Corporate Securities Trust
Deepsea Ventures, Inc.
Detroit Edison
Duke Power
East Texas Salt Water Disposal Company
Explorer Pipeline Company
Fairland Village
Fessey Property
Fourth Thunderbird Stations, Inc.
General Telephone - Cal.
Glacier Bay Transportation Corporation
Gow Fuels Inc.
Hearthstone
Hemisphere Oil Company, Inc.
Horry Telephone Cooperative, Inc.

Indian Springs
Industries for Tulsa, Inc.
Inland Corporation
International Biomedical Instruments, Inc.
Japan Carboline Company
Japan Sun Oil Company, Ltd.
Langford Farms
Lavan Petroleum Company (LAPCO)
Liberian International American
Lugrasa, S.A.
Malt/Radnor Venture
Malt/Radnor Venture #2
Maywelle Properties Ltd.
Mid-Valley Pipeline Company
Muskoka Oil Company Limited
National Railway Utilization Corporation
Niagra Mohawk Purchase
Nottingham Gas Limited
Nuestro Publications, Inc.
Ohio Edison
Oil Insurance Limited
Oklahoma Business Development Co.
Olney Oaks
Ouimet-Gobeille Inc.
Parc De Langlade
Parkway Trade Center
Pembalta Gas System No. 3 Ltd.
Pembalta Gas System No. 4 Ltd.
Pennsylvania Power & Light
Petromech Sdn. Bhd.
Philadelphia Electric
Progress Venture Capitol Corp.
Public Service Electric and Gas
Radnor/Barge Partnership
Radnor/Birmingham Properties
Radnor/Bouma Partnership
Radnor/Brown Street Partnership
Radnor/Island Company

Radnor/Jam Company
 Radnor/Laguna Hills Partnership
 Radnor/Livonia Partnership
 Radnor/Meadowland Partnership
 Radnor/Oceana Partnership
 Radnor/Oceana South Partnership
 Radnor/Owchlan Partnership
 Redwater Water Disposal Company Limited
 River Oaks Associates
 Seabrook Place
 Second Thunderbird Stations, Inc.
 SMS Petroleum Ltd.
 Solartech Limited
 Solcar Properties, Inc.
 South Carolina Electric and Gas
 Southeastern Pa. Development Fund
 Southern Company
 Star Carboline
 Sugarland Business Park
 Sultran Ltd.
 Sun Exploration Division
 Sun Exploration and Production Company
 Sun Explorations of Quebec Ltd.
 Sun Gas Division
 Sun Exploration and Production Company
 Sun Hydroponics Limited
 Sun International Limited
 Sun Oil Company of Canada Limited
 Sun Production Division
 Sun Exploration and Production Company
 Sun-Canadian Pipe Line Company Limited
 Sunchem (U.K.) Limited
 Sunchem Inc.
 Sunchem Shipping Inc.
 Suncor Inc.
 Suncor Supply Limited
 Sunoco De Chile Ltda.
 Sunoco Home Comfort Inc.

Sunoco Inc.
 Sunoco Overseas Limited
 Sunolin Chemical Company
 Sunray Nigeria Oil Company Unlimited
 Taranaki Blast Services Ltd.
 Texoma Pipe Line Company
 The VLM Corporation
 Third Thunderbird Stations, Inc.
 Thunderbird Stations, Inc.
 Timber Trail
 Totem Resources Corporation
 Tretol Ltd.
 Trillium Exploration Corporation
 Turtle Bay
 Van Salt Water Disposal Company
 Venezoil C.A.
 Vessy Chemicals Pty. Ltd.
 Virginia Electric Power
 Warbonnet Company
 West Texas Gulf Pipe Line Company
 White River Shale Oil Corporation
 Wisconsin Power & Light
 Zion Investment Associates, Inc.

Texaco Inc.

Refineria Texaco de Honduras, S.A.
 Texaco Agro-Industrial (Nigeria) Limited
 Quimica Industrial "FIDES" S.A.
 Texaco Canada Inc.
 Public Fuel Transmission Systems Limited
 Great Eastern Oil & Import Co. Limited, The
 Texaco Norway A/S
 Deutsche Texaco Aktiengesellschaft
 Texaco Portugal Prospeccao e Producao, S.A.R.L.
 Texaco Exploration Norway A/S
 Texaco Gabon
 Texaco Togo
 Zaire-Texaco S.A.R.L.

Texaco Nigeria Limited
 Texaco-Cities Service Pipe Line Company
 Tadlaqaz S.A.
 American Overseas Petroleum Limited
 Bunkerservice Brunsbittel GmbH
 Societe Ivoirienne De Futs et D'Emballages (SIFEMBAL)
 Societe Guineenne De Lubrifiants et D'Emballages
 (SOGUILUBE)
 Caltex Petroleum Corporation
 Australian Lubricating Oil Refinery Limited
 Phoenicia Oil Company S.A.L.
 Sydney Metropolitan Pipeline Pty. Limited
 Koa Oil Company, Limited
 Mediterranean Refining Company
 Nippon Petroleum Refining Company, Ltd.
 Tokyo Tanker Company, Limited
 Caltex Deutschland GmbH
 Caltex Mediterranean Limited
 Condea Chemie GmbH
 Federated Pipe Lines Ltd.
 Flexibox GmbH
 LPG de Panama, S.A.
 Pembroke Capital Company Inc.
 P.T. Caltex Pacific Indonesia
 Petrogas, S.A.
 Texaco Maroc
 Societe Ivoirienne D'Avitaillements Portuaires (S.I.A.P.)
 Bonafides Grundstueksverwaltungsgesellschaft mbH & Co.
 Vermietungs KG
 Bayswater Nominees Pty. Ltd.
 Hunter Pipeline
 Majik Markets
 Caltex Australia Limited
 Ful-Tex Euro Services Inc.
 West Australian Petroleum Pty. Limited
 Honam Oil Refinery Company, Limited
 Korea Tanker Company Limited
 Societe Ivoirienne D'Entrepasage De Produits Petroliers
 (S.I.E.P.P.)

Texaco Ghana Limited
Mamafil Limited
CandT Orient Inc.
Badger Pipe Line Company
Bayonne Industries, Inc.
Canyon Reef Carriers, Inc.
Colonial Pipeline Company
Coltexo Corporation
Dixie Pipeline Company
Explorer Pipeline Company
Felix Oil Company
Kaw Pipe Line Company
Laurel Pipe Line Company
LOCAP Inc.
LOOP Inc.
Olympic Pipe Line Company
Portland Pipe Line Corporation
Texas-New Mexico Pipe Line Company
THUMS Long Beach Company
West Shore Pipe Line Company
Wolverine Pipe Line Company
Wyco Pipe Line Company
Aircraft Fuel Supply B.V.
Airport Refueling Services S.p.A.
Aktiebolaget Svensk Petroleumlagring
Alberta Products Pipe Line Ltd.
Arabian American Oil Company
Associated Ocel Company Limited, The
Aviation Fuel Services Ltd.
Boral Limited
New Zealand Refining Company Limited, The
South Africa Oil Refinery (Proprietary) Ltd.
Batangas Land Company Inc.
Changi Airport Fuel Hydrant Installation Pte. Ltd.
Central African Petroleum Refineries (Private) Ltd.
East African Oil Refineries Limited
H. C. Sleigh Limited
Pakistan Refinery Limited

Societe Malgache de Raffinage
 Societe Reunionnaise d'Entreposage (S.R.E.)
 Deutsche Transalpine Olleitung GmbH
 Forenade Svenska Oljeimportorer AB
 Frevlig A.G.
 Gas Natural Colombiano S.A.
 Ghana Bunkering Services Limited
 Iranian Oil Participants Limited
 Iranian Oil Services (Holdings) Limited
 Maghreb Gaz S.A.
 Mainline Pipelines Limited
 Milan Airport Refueling Services, S.p.A. (MARS)
 Mitsui-Texaco Chemicals Co., Ltd.
 Montreal Pipe Line Company Limited
 N.V. Rotterdam Rijn Pijpleiding Maatschappij
 Oberheinische Mineralolwerke G.m.b.H.
 Pars Investment Corporation
 Pipelines of Puerto Rico, Inc., The
 Raffinerie du Sud-Ouest S.A.
 Rheem del Ecuador C.A.
 Rhein-Mein Rohrleitungstransportgesellschaft mbH
 Saudi International Petroleum Carrier Ltd.
 Sierra Leone Petroleum Refining Company Limited, The
 Skandinaviska Raffinaderi Aktiebolaget Scanraff
 Societa Italiana per l'Oleodotto Transalpino S.p.A.
 Societa per Azioni Raffineria Padana Olii Minerali
 (SARPOM)
 Societe Africaine de Raffinage S.A. (SAR)
 Societe Anonyme de la Raffinerie des Antilles (SARA)
 Societe D'Entreposage de Bobo-Dioulasso (SEB)
 Societe Dakaroise d'Entreposage S.A. (SDE)
 Societe d'Entreposage de San Pedro S.A. (SESP)
 Societe d'Entreposage Petrolier au Burundi S.A.R.L.
 (SEP-BURUNDI)
 Societe De Manutention Des Carburants Aviation Dakar-Yoff
 (SMACADY)
 Societe Gabonaise de Raffinage (SOGARA)
 Societe Gabonaise d'Entreposage de Produits Petroliers S.A.
 (SGEPP)

Societe Tchadienne d'Entreposage de Produits Petroliers S.A.
 (STEPP)
 Societe Togolaise d'Entreposage S.A. (STE)
 Svensk Petroleum Forvaltning Aktiebolag
 Tankanlage AG Ruemlang (TAR)
 Texaco Mexicana, S.A. de C.V.
 Transalpine Finance Holdings S.A.
 Transalpine Olleitung in Osterreich GmbH
 Trinidad Asphalt Holdings Limited
 Trinidad Northern Areas Limited
 Trinmar Limited
 Trintovac Developments Limited
 United Kingdom Oil Pipelines Limited
 Unterflur-Betankungsanlage A.G. (UBAG)
 West Australian Natural Gas Pty. Limited
 Zaire Services des Entreprises Petrolieres (Zaire S.E.P.)
 Aktiebolaget Djurgardsberg
 Association Petroliere Belge
 Aviation Fueling Services, S.A.
 Aviation Service Center
 Compagnie d'Entreposage Communautaire
 Singapore Refining Company Private Limited
 Societe Belge de Transport Par Pipeline S.A.
 Svensk Petroleumadministration AB
 Total Centrafricaine de Gestion
 Societe Agricole des Entreprises Petrolieres
 Union des Raffineurs Belges
 Svensk Petroleumlagring Tre Aktienbolag
 Societe Camerounaise des Depots Petroleirs (SCDP)
 Trans-Northern Pipelines Inc./Pipelines Trans-Nord Inc.
 Bergemann KG
 Drapol International Limited
 Bahrain National Gas Company (B.S.C.)
 Farmer Construction Limited
 Nippon Oil Staging Terminal Company, Limited
 Newcastle Pipeline
 Motorway Services Ltd.
 Mdina Weave Ltd.

Union Oil Company of California

Ace Gas, Incorporated
Adobe Canyon Corporation
Alyeska Pipeline Service Company
Anchor Enterprises, Inc.
Badger Pipe Line Company
Brea Agricultural Service, Inc.
Business Development Corporation of North Carolina
Business Development Corporation of South Carolina
California Domestic Water Company
Calgary Winter Club
Canyon Meadows Golf & Country Club
Canyon Reef Carriers
Canselux Limited
Carnduff Gas Ltd.
Chemcentral Corporation
Chicap Pipe Line Company
Clean Bay, Inc.
Colonial Pipeline Company
Companhia Brasileira De Metalurgia E Mineracao
Cook Inlet Pipe Line Company
Cymoly Corporation
Darfield Industries, Inc.
Deerfield Farmers Telephone Company
East Texas Salt Water Disposal Company
Economic Development Corporation of Great Falls
Everglades Pipe Line Company
Greater Muskegon Industrial Fund, Inc.
Gravcap, Inc.
Gravity Adjustment, Inc.
Hancock Trucking, Inc.
Indonesia Enterprises, Inc.
Indonesia Petroleum Club
Inland Corporation
International Speedway Corporation
Kaneb Services, Inc.
Kyung In Energy Company, Ltd.

Los Angeles Oil Company, The
Maitland
Miami Valley Corporation
Mid-County Chemical Co.
Minneapolis Chamber of Commerce
National Corporation for Housing Partnerships
Ninian Pipeline Systems
Nottingham Gas Ltd.
Nova
Oil Shippers Service, Inc.
O.I.L. Insurance Ltd.
P-M-S West, Inc.
Peace Pipe Line Co.
Pembalta Gas System No. 1 Ltd.
Petrogas Processing Ltd.
Petroleum Club of Houston
Philippine Long Distance Telephone Company
Platte Pipe Line Company
Quebec Columbian, Ltd.
Redwater Disposal Co.
Sam Bo Real Estate Company, Ltd.
Sepulveda Oil & Gas Company
South Saskatchewan Pipe Line Company
Southcap Pipe Line Company
Southern California Petroleum
Sultran Limited
Superior Deshler Co.
Tecumseh Pipe Line Company
Terminales Maracaibo C.A.
THUMS Long Beach Company
United Dealers of Seattle
United Dealers of Tacoma
UNOCAL Corporation
UNOCO (Philippines), Inc.
USZ Associates
USZ Hotel Venture
Van Salt Water Disposal Company
West Shore Pipe Line Company

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West Texas Gulf Pipe Line Company
William Bros. Pipeline Company
Wolverine Pipe Line Company
Yellowstone Pipe Line Company